



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD, O

Introduction

This is an application brought by the Landlord requesting a monetary order in the amount of \$2150.00, recovery of the \$50.00 filing fee, and requesting an order to keep the full security/pet deposit towards the claim.

The applicant testified that the respondent was served with notice of the hearing by registered mail that was mailed on May 11, 2015; however the respondent did not join the conference call that was set up for the hearing.

Pursuant to section 90 of the Residential Tenancy Act, documents sent by registered mail are deemed served five days after mailing and therefore it is my finding that the respondent has been properly served with notice of the hearing and I therefore conducted the hearing in the respondent's absence.

All parties were affirmed.

Issue(s) to be Decided

The issue is whether or not the applicant has established monetary claim against the respondent, and if so in what amount.

Background and Evidence

This tenancy began on June 7, 2014 with a monthly rent of \$1100.00.

The landlord holds a security deposit of \$550.00 and a pet deposit of \$500.00 for a total of \$1050.00.

The applicant testified that the tenant failed to pay the May 2015 rent and as a result was evicted with a 10 day Notice to End Tenancy for nonpayment of rent.

The applicant further testified that she was unable to re-rent the unit in the month of May 2015 and therefore lost the full rental revenue for that month.

The applicant further stated that, all she is requesting from today's hearing is an order allowing her to keep the full security deposit and pet deposit towards the outstanding rent of \$1100.00 and that she will abandon her claim for the remaining \$50.00 rent, and will abandon her claim for any further damages.

Analysis

It is my finding that the landlord has shown that the tenant failed to pay the May 2015 rent and as a result was evicted with the proper 10 day Notice to End Tenancy.

It is also my finding that as a result of the tenant's failure to pay the May 2015 rent the landlord lost the full rental revenue of \$1100.00 for the month of May 2015.

It is my decision therefore that the tenant is liable for the loss rental revenue of \$1100.00, and therefore, pursuant to section 72(2)(b) of the Residential Tenancy Act, I allow the landlords request to retain the full security/pet deposit of \$1050.00 towards the claim.

Section 72(2)(b) of the Residential Tenancy Act states:

72 (2) If the director orders a party to a dispute resolution proceeding to pay any amount to the other, the amount may be deducted

(b) in the case of payment from a tenant to a landlord, from any security deposit or pet damage deposit due to the tenant.

Conclusion

I hereby order that the landlord may retain the tenants full security deposit of \$550.00 and full pet deposit of \$500.00.

As stated above the landlord has abandoned the remainder of her claim.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: October 14, 2015

Residential Tenancy Branch

